

**MEMORANDUM OF UNDERSTANDING
NAT-I-5404**

BETWEEN THE

**FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA**

AND THE

INTERNATIONAL CIVIL AVIATION ORGANIZATION

WHEREAS, the Federal Aviation Administration (FAA) of the Department of Transportation of the United States of America is directed to encourage the development of civil aeronautics and the safety of air commerce, and is authorized to furnish to international organizations certain technical assistance to that end; and

WHEREAS, the International Civil Aviation Organization (ICAO) has requested that such technical assistance be provided;

NOW THEREFORE, the FAA and ICAO, collectively referred to herein as the parties, mutually agree as follows:

ARTICLE I—OBJECTIVE

This Memorandum of Understanding (the MOU) establishes the terms and conditions under which the FAA may provide civil aviation technical assistance to ICAO. For this purpose, the FAA shall, subject to the availability of appropriated funds and necessary resources, provide personnel, resources, and related services to assist ICAO to the extent called for in the annexes and appendices to this MOU.

ARTICLE II—IMPLEMENTATION

A. Specific technical assistance in areas of personnel, training, or services to be provided by the FAA for ICAO shall be delineated in annexes and appendices to this MOU. When signed by the parties, such annexes and appendices shall become part of this MOU. Such annexes and appendices shall describe the technical assistance to be performed by the FAA, the personnel and other resources required to accomplish the tasks, the estimated costs, implementation plans, and duration.

B. The designated offices for the coordination and management of this MOU, and where all requests for services under this MOU should be made, are:

1. For the FAA:

Federal Aviation Administration
Office of International Aviation, AIA-100
800 Independence Ave., S.W.
Washington, D.C. 20591

Telephone: (202) 267-3173
Facsimile: (202) 267-5032

2. For ICAO

Office of the Secretary General
International Civil Aviation Organization
999 University Street
Montreal, Quebec
Canada H3C 5H7

Telephone: (514) 954-8219
Facsimile: (514) 954-6077

ARTICLE III—DESCRIPTION OF SERVICES

A. The technical assistance provided by the FAA at the request of ICAO may include, but is not necessarily limited to, the following:

1. Providing technical and managerial expertise; and
2. Providing training for ICAO or other personnel in such location as may be specified in the applicable annex or appendix.

B. Technical assistance in these and other areas, as mutually agreed to, may be accomplished by appropriate short- and long-term in-country assignments or by other assistance offered by the FAA.

ARTICLE IV—STATUS OF FAA PERSONNEL

The FAA shall assign qualified employees to perform the services under the terms of this MOU. The assigned employee shall retain his/her status as an employee of the FAA. While performing the services under the terms of this MOU, the supervision and administration of the employee shall be in accordance with ICAO rules and policies. When the employee acts on behalf

of ICAO during the term of the MOU, he/she shall have the status of an ICAO expert and be bound by the rules and policies of ICAO.

ARTICLE V—HOST PARTY SUPPORT

The support by ICAO necessary for accomplishing the FAA technical assistance shall be described in the appropriate annex or appendix to this MOU.

ARTICLE VI—FINANCIAL PROVISIONS

A. Except as provided for in an annex or appendix to this MOU, each party shall be responsible for the costs of its activities under this MOU.

B. The FAA has assigned MOU number NAT-I-5404 to identify this technical assistance project. The MOU number shall be referenced in all correspondence related to this MOU.

ARTICLE VII—LIABILITY

A. ICAO waives any and all claims against the FAA for all loss, damage, or injury resulting from the activities under this MOU or its annexes.

B. ICAO agrees to defend any suit brought in any jurisdiction other than the United States or pay for the defense of any suit brought in the United States against the Government of the United States, the FAA, or any instrumentality or current or former officer or employee of the United States arising out of any advice or other assistance provided or work performed under this MOU or its annexes and appendices. ICAO further agrees to hold the United States, the FAA, or any instrumentality or current or former officer or employee of the United States harmless against any claim for personal injury, death, or property damage arising out of any advice or other assistance provided or work performed under this MOU or its annexes.

C. Grossly negligent, fraudulent, or criminal acts resulting in personal injury, death, or property damage shall not be considered within the scope of "advice or other assistance provided or work performed under this MOU or its annexes" for the purpose of the obligation of ICAO under paragraph B of this Article to defend or pay for the defense of any suit brought against the Government of the United States, the FAA, or any instrumentality or current or former officer or employee of the United States, or to hold the Government of the United States, the FAA, or any instrumentality or current or former officer or employee of the United States harmless against any claim.

ARTICLE VIII—AMENDMENTS

The parties may amend this MOU or its annexes or appendices. The parties shall document the details of any such amendment in a written agreement signed by both parties.

ARTICLE IX—RESOLUTION OF DISAGREEMENTS

A. The parties shall resolve any disagreement regarding the interpretation or application of this MOU or its annexes and appendices in consultations between the parties. The parties shall not refer any such disagreement to an international tribunal or third party for settlement.

B. Nothing in or relating to this MOU shall be deemed a waiver of any of the privileges and immunities of ICAO.

ARTICLE X—ENTRY INTO FORCE AND TERMINATION

A. This MOU shall enter into force on the date of the last signature and shall remain in force until terminated.

B. Either party may terminate this MOU or its annexes or appendices at any time by providing sixty (60) days notice in writing to the other party. Termination of this MOU shall not affect existing obligations of the parties under this MOU. The FAA shall have one hundred and twenty (120) days to close out its activities following any termination of this MOU or its annexes or appendices. Termination of this MOU also shall terminate all annexes and appendices subsequently concluded by the parties pursuant to this MOU.

ARTICLE XI—SIGNATURE IN COUNTERPARTS

To facilitate execution, the parties may execute this MOU or its annexes or appendices in as many counterparts as may be required. It shall not be necessary that the signature of or on behalf of each party appear on each counterpart, but it shall be sufficient that the signature of or on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement.

ARTICLE XII—AUTHORITY

The FAA and ICAO agree to the provisions of this MOU as indicated by the signature of their duly authorized representatives.

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

BY:


Marion C. Blakey

TITLE: Administrator

DATE:

9/29/04

INTERNATIONAL CIVIL AVIATION
ORGANIZATION

BY:


Dr. Tayeb Chérif

TITLE: Secretary General

DATE:

29/09/04